IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant(s):   Brian J. Reistad et al.
Appl. No.:   09/054,180
Conf. No.:   2217
Filed: April 1, 1998
Title: ELECTRONIC COMMERCE SYSTEM
Art Unit: 3621
Examiner: Marianne Huseman
Docket No.:   113948-067

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

RESPONSE TO OFFICE ACTION

Sir:

The present remarks are in response to the Non-Final Office Action entered in the above identified case and mailed on May 13, 2003. Claims 12-36 and 39-63 are pending in the application. All stand rejected as being anticipated by U.S. Patent No. 6,057,873 to Candelore. Applicants respectfully traverse.

At the outset, Applicants note that a claim is anticipated under 35 U.S.C. §102 only if every element of the claim can be found in a single prior art reference. In the present case, the elements called for in the pending claims that are not disclosed by Candelore are myriad. Taking claim 12 as an example, the claimed elements include a client computer and a server computer interconnected by a public packet switched communications network. Candelore does not disclose a public packet switched network. Further, according to claim 12, the client computer is to be programmed to transmit an order acceptance request to the server comprising a plurality of terms or conditions of a proposed offer of purchase. Candelore fails to teach a client computer programmed to transmit such a request. Even further, the order acceptance request transmitted from the client computer is to be a discrete message that includes a plurality of modular elements whose individual integrity is projected by embedding cryptographic security codes within each of the modular elements. Candelore teaches no such order acceptance requests transmitted from a client to a server.

On the server side, claim 12 calls for the server computer to be programmed to process the order acceptance request based on pre-programmed criteria, and based on such processing to transmit an order acceptance response which is a discrete message transmitted during a negotiation phase of a transaction. The discrete message from the server computer to the client computer also includes a plurality of modular elements whose individual integrity is protected by embedding cryptographic security codes within the modular elements. Candelore does not teach a server computer that is programmed to transmit such an order acceptance response message.

Candelore teaches digital coupons for pay televisions. In Fig. 1 Candelore shows a block diagram of a communication system. The system includes a transmitting end 110, a channel 120 and a receiving end 130. (Col. 5, Lines 5-9). The channel 120 may comprise coaxial cable optical fiber and/or a wireless link such as a satellite or RF broadcast link. The transmitting end 110 may be a cable television system headend a satellite uplink center or an RF broadcast center. (Col. 5, Lines 40-45). Note that Candelore says nothing regarding a public packet switched network.

Candelore does teach digital coupons which are encrypted to prevent unauthorized access to the coupons. (Col. 4 Lines 38-39). These coupons represent credits transmitted by service providers to individual subscriber terminals to promote particular programs and reward viewer loyalty. (Col. 3 Lines 2-5). The digital coupon information provides credits which the terminals can use for a number of purposes. For example, the digital coupon information may provide a discount when the terminal orders one or more pay per view programs. (Col. 5, Lines 55-67). Thus, it is clear that Candelore contemplates the use of credits represented by encrypted digital coupons as part of a purchase transaction for services provided over a network, such as a cable TV or satellite network.

However, Candelore does not teach a negotiation process between the client terminal and a server in which the client terminal sends a purchase order request to the server and the server sends a response. Since there is no negotiation process it is meaningless to describe messages from Candelore's receiving end 130 to the transmitting end 110 as including a plurality of terms and conditions, wherein such a message comprises a discrete message that includes a plurality of modular elements whose integrity is individually protected by a cryptographic security code. It is similarly meaningless to describe Candelore's transmitting end 110 as sending an order acceptance request response to the receiving end 130 comprising a discrete message including a

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plurality modular elements whose individual integrity is protected by embedding cryptographic security codes within each of the modular elements. The Examiner's statements not withstanding, Candelore simply does not disclose these elements of claim 12. It follows then that Candelore does not anticipate claim 12 and claim 12 should be allowed.

As to the remaining claims, the Examiner has not provided a particularized analysis of each claim, but rather extends the reasoning for rejecting claim 12 to all the others. Applicants likewise rely on the arguments in favor of the patentability of claim 12 for the remaining claims. These claims are also allowable as they presently stand. Should the Examiner point out individual reasons for rejecting each claim, Applicants will respond accordingly.

For these reasons, Applicant respectfully submits that the claims as presently amended are all in condition for allowance. Applicant therefore requests that the Examiner allow the claims move the application to issue. However, if there are any remaining issues the Examiner is encourage to call Applicants' attorney, Jeffrey H. Canfield at (312) 807-4233 in order to facilitate a speedy disposition of the present case.

If any additional fees are required in connection with this response they may be charged to deposit account no. 02-1818.

Respectfully submitted,

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